

Nebraska Thoroughbred Breeders' Association 2026 Fonner Auction

Consignment Contract Information:

Fonner Park: Big Red Barn South of NTBA Office

Ship In: Tuesday, October 6, 2026

Buyer Preview: Tuesday, October 4:30 pm to 7pm

Sale Day Preview: As available

Auction: October 7, 2026 -- 1:00 PM CST

EARLY ENTRY DEADLINE: NOON, MONDAY, SEPTEMBER 7, 2026

All paperwork, fees, and certificates must be in the NTBA office by noon 9/07/26

Owner / Consignor Information			
Owner		Address	
City		State	Zip Code
Phone	Email Address		
Horse Information			
Horse Name	Foaling Date		Color
Dam	Sire		Sex
Dam's Sire	State Foaled		Certified Nebraska Bred ☐ Yes ☐ No
Consigned By - Name/farm/stable to be listed at top of catalog page			
Engagements: Any race, series, or stakes for which this horse has been nominated, paid, and/or approved			
Miscellaneous: Any engagement for which this horse is eligible to be nominated			

Broodmares must include a signed statement from the representative of the covering Stallion that the mare is free of all encumbrances OR a Stallion Service Certificate.

Broodmare Information, If Applicable		
Covering Stallion	Last Service Date	Status ☐ In Foal ☐ Barren ☐ Slipped ☐ Not Bred

Name of Horse: _____

Required Items for Consignment

Completed	Required Item
☐	\$50 early entry fee — Nebraska-bred
☐	\$150 early entry fee — Non -Nebraska-Bred
☐	\$100 entry fee — Nebraska-bred late consignment (final entry date 9-23-26)
☐	\$200 entry fee — Non -Nebraska-Bred late consignment (final entry date 9-23-26)
☐	Signed and completed Consignment Contract and Information Sheets
☐	Original Jockey Club Certificate of Foal Registration
☐	OR Digital Jockey Club Certificate assigned to NTBA Sales Co.
DATE	Consignor Signature

If you are using an Agent:

Agent Information, If Applicable	
Consigned By Agent's name	
Agent For Owner/consignor name	

Disclosures: Check all that apply to the horse entered. Consignor certifies that all known material conditions, defects, surgeries, behavioral issues, veterinary conditions, racing restrictions, ownership interests, liens, claims, and encumbrances have been fully disclosed in writing to NTBA.

Disclosure Checklist		
Disclosure Item	Yes	No
Cribber	☐	☐
Ridgling	☐	☐
Bilateral cryptorchid	☐	☐
Gelding	☐	☐
Wobbler	☐	☐

Name of Horse: _____

Disclosure Item	Yes	No
Has been nerved	☐	☐
Possesses any deviation from the norm in the eyes	☐	☐
Has had abdominal surgery of any type except to repair a ruptured bladder in a newborn	☐	☐
Horses Two Years Old or Younger		
Has undergone invasive joint surgery	☐	☐
Has had any surgical intervention of the upper respiratory tract	☐	☐
Racing Prospect Disclosure		
Is on the starter's, steward's, or veterinarian's list in any racing jurisdiction	☐	☐
Additional explanation or details, if any:		

All Entries MUST BE REGISTERED with the Jockey Club and ALL entries sold as Nebraska-bred MUST have their State Bred Paperwork Paid AND Approved by the time of the sale. If a horse is entered with registration pending and it is not completed by the time of the sale, the horse will not sell and no fees will be reimbursed.

To be permitted entry onto the sales grounds COPIES of the following must be in the NTBA office by Monday, October 5, 2026.

Completed	Required Entry Document
☐	Current negative Coggins Certificate issued within 12 months of October 7, 2026.
☐	Certificate of Veterinary Inspection / Health Certificate issued within 10 days of October 6, 2026.
☐	Health Certificate includes the date the horse was vaccinated for Equine Herpesvirus Type-1 (EHV-1), administered between 7 and 60 days before arriving on the sales grounds.

Mail to: NTBA, PO Box 2215, Grand Island, Nebraska 68801

Signature	Date

Name of Horse: _____

NTBA 2026 FONNER AUCTION: CONSIGNMENT CONTRACT

October 7, 2026

This Consignment Contract is entered into by and between the Nebraska Thoroughbred Breeders Association (“NTBA”) and the undersigned owner, consignor, or authorized agent (“Consignor”). This form is intended for use as a sale consignment agreement and should be reviewed by legal counsel before use.

- 1) Consignor hereby enters and authorizes NTBA to catalogue the described horse for sale at the above-referenced sale.
- 2) Consignor represents and warrants that Consignor is the lawful owner of, or duly authorized agent for the owner of, each horse entered; that Consignor has full authority to sell and transfer title; and that each horse is free and clear of all liens, security interests, claims, encumbrances, and adverse ownership interests unless fully disclosed in writing to NTBA before the sale. Consignor agrees to defend title against all adverse claims. Consignor appoints NTBA and its designee(s) as Consignor’s agent at public auction with authority to offer the horse for sale, transfer title, execute or deliver customary sale documents, and receive sale proceeds on Consignor’s behalf. Consignor shall indemnify, defend, and hold harmless NTBA, Fonner Park, and their respective officers, directors, agents, employees, representatives, and designees from and against all claims, costs, liabilities, losses, damages, expenses, attorneys’ fees, and costs arising out of or related to title, ownership, identity, registration, engagements, disclosures, liens, claims against sale proceeds, or any breach of this Contract. Consignor further acknowledges that Consignor is the absolute guarantor of the correct identity of each horse consigned and that all interest and title shall remain with Consignor until title passes to the buyer at the fall of the auctioneer’s hammer.
- 3) Consignor agrees to be bound by the Conditions of Sale and all terms included with this Contract. Consignor further agrees to hold NTBA, Fonner Park, and their respective designees harmless from any damages or losses arising from unusual, unforeseen, or unavoidable circumstances resulting in a change of location, time, date, cancellation, postponement, or similar modification of the sale.
- 4) Consignor agrees to pay the applicable non-refundable entry fee for each horse consigned:
 - a) \$50 early entry fee for Nebraska-bred horses;
 - b) \$100 entry fee for Nebraska-bred late consignments;
 - c) \$150 early entry fee for Non-Nebraska-Bred horses; or
 - d) \$200 entry fee for Non-Nebraska-Bred late consignments.
 - e) The applicable entry fee must accompany this Contract. Failure to include the required entry fee shall render this Contract void.
- 5) Consignor agrees that NTBA is not required to disburse sale proceeds to Consignor until at least thirty (30) days after the sale and until all charges, fees, commissions, expenses, withdrawal fees, claims, liens, disputes, stop-payment issues, buyer settlement issues, or other amounts owed to or involving NTBA have been satisfied or otherwise resolved to NTBA’s satisfaction.
- 6) After consignment, Consignor shall not privately sell, transfer, commit to sell, withdraw, substitute, or otherwise dispose of any horse entered in the sale without NTBA’s prior written consent. If

Name of Horse: _____

Consignor violates this obligation or withdraws a horse for any reason other than a permitted veterinary withdrawal under this Contract, Consignor shall pay NTBA a withdrawal fee of \$500 on the date of the sale, plus any applicable commissions, catalog costs, advertising costs, stabling costs, veterinary costs, administrative expenses, and other documented expenses incurred by NTBA in connection with the horse. NTBA's acceptance of a withdrawal fee does not waive any other rights or remedies available under this Contract or applicable law.

- 7) If any horse consigned becomes sick or injured to the extent that it is unfit for sale, the horse may be withdrawn without additional withdrawal fee only upon delivery, before the start of the sale, of a veterinary certificate stating that the horse is unfit for sale. NTBA shall have the right to have the horse examined by a veterinarian of its choosing. If NTBA's veterinarian does not concur that withdrawal is justified, the parties agree to the appointment of a referee veterinarian acceptable to both veterinarians, whose opinion shall be final and binding. Any horse not presented for sale for any other reason shall be subject to the withdrawal fee and related charges described in this Contract.
- 8) Consignor agrees that NTBA shall have sole authority to:
 - a) Reject any entry at any time upon return of the entry fee;
 - b) Determine the order of sale of all entries;
 - c) Assign or change stabling facilities as NTBA deems necessary; and
- 9) Make or decline to make any special announcements at the time of sale concerning any horse entered.
- 10) Consignor agrees that NTBA may require, obtain, receive, hold, verify, or process the applicable Jockey Club Certificate of Registration, including any accepted digital certificate assignment, for each horse entered in the sale. Consignor shall ensure delivery or assignment of the Certificate of Registration to NTBA before the sale. No horse will be sold unless NTBA is in possession of the applicable Jockey Club Certificate of Registration or accepted digital certificate assignment. NTBA may hold the Certificate of Registration pending settlement of all charges, claims, liens, disputes, or amounts payable by Consignor to NTBA.
- 11) Each broodmare offered in the sale must be accompanied by a veterinary certificate provided by Consignor stating that, in the opinion of the examining veterinarian, the mare is either:
 - a) In foal, based on manual examination within ten (10) days before the date of sale; or
 - b) Barren and in sound breeding condition, based on manual examination within ten (10) days before the date of sale. NTBA does not independently verify pregnancy status, breeding soundness, covering stallion information, service dates, reproductive history, medication status, or related broodmare representations. No guarantee is made as to the breeding soundness, pregnancy status, foal viability, future fertility, or reproductive condition of any filly or mare sold other than the veterinary certificate and written disclosures provided by Consignor.
- 12) Consignor agrees to abide by all established customs, practices, posted requirements, announcements, and Conditions of Sale for sales conducted by the Nebraska Thoroughbred Breeders Association.

Name of Horse: _____

- 13) Unless a higher reserve price is timely submitted and accepted by NTBA, the minimum acceptable sale price for any horse shall be \$1,000. NTBA is not obligated to sell any horse below the stated minimum acceptable sale price or an accepted reserve price.
- 14) Any reserve price must be submitted on the Reserve Price Form before the start of the auction and must be acknowledged or accepted by NTBA. If no timely reserve price is submitted and accepted, the horse may be sold subject only to the minimum acceptable sale price stated in this Contract. Any reserve or minimum-price instruction not submitted in accordance with this clause may be disregarded by NTBA.
- 15) Except for express written representations provided by Consignor, all horses are offered subject to the Conditions of Sale and without any warranty by NTBA regarding soundness, condition, fitness for a particular purpose, racing eligibility, breeding status, merchantability, or future performance. NTBA makes no independent representation concerning any horse and relies on Consignor's written disclosures and documentation.
- 16) Consignor understands and agrees that participation in the sale involves risks associated with horses, handlers, buyers, spectators, transportation, stabling, veterinary matters, weather, equipment, facilities, and sale premises. To the fullest extent permitted by law, Consignor assumes those risks and agrees that NTBA, Fonner Park, and their respective officers, directors, agents, employees, representatives, volunteers, contractors, and designees shall not be responsible for accidents, injuries, illness, death, loss, theft, damage, delay, cancellation, or other incidents occurring at the sale or on the premises, except to the extent prohibited by applicable law. Consignor shall indemnify, defend, and hold harmless NTBA,
- 17) Fonner Park, and their respective officers, directors, agents, employees, representatives, volunteers, contractors, and designees from and against any claims, liabilities, losses, damages, costs, expenses, and attorneys' fees arising out of or related to Consignor's horse, agents, employees, representatives, property, disclosures, omissions, breach of this Contract, or participation in the sale.

Consignor represents that Consignor has read this Contract and the Conditions of Sale, understands and accepts all terms, and signs this Contract voluntarily with full authority to do so. If signing as an agent, the signer represents that the signer has full legal authority to bind the owner and consignor. Consignor understands that this is a legally binding agreement and acknowledges the right to consult independent legal counsel before signing.

This Contract shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to conflict-of-law rules. Any legal action arising out of or relating to this Contract, the Conditions of Sale, any consigned horse, or the sale shall be brought in a court of competent jurisdiction in Hall County, Nebraska, unless otherwise required by applicable law.

Date	Signature
Name of Consignor Please print	